

1 Jason N. Haycock (SBN 278983)
Jason.Haycock@klgates.com
2 K. Taylor Yamahata (SBN 347192)
Taylor.Yamahata@klgates.com
3 K&L Gates LLP
Four Embarcadero Center, Suite 1200
4 San Francisco, CA 9411

5 Telephone: +1 415 882 8200
Facsimile: +1 415.882.8220

6 *Attorneys for Plaintiff and Counterclaim-Defendant*
7 Corsair Gaming, Inc. d/b/a CORSAIR

8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11

12 Corsair Gaming, Inc. d/b/a CORSAIR,
13 Plaintiff,

14 v

15 GFTCASH INC.,

16 Defendant.
17

Civil Action No.: 5:25-cv-02390-BLF

CASE MANAGEMENT STATEMENT

District Judge: Hon. Beth Labson Freeman

18 GFTCASH INC.,

19 Counterclaim-Plaintiff,

20 v
21

22 Corsair Gaming, Inc. d/b/a CORSAIR,

23 Counterclaim-Defendant.
24

25 Pursuant to the Courts Order dated March 11, 2025 (ECF 7), Judge Freeman's Standing
26 Orders, the Standing Order for All Judges of the other District of California and L.R.16-9,
27 Plaintiff/Counterclaim-Defendant Corsair Gaming Inc. ("CORSAIR" or "Plaintiff") and
28 Defendant/Counterclaim-Plaintiff GiftCash Inc., ("GiftCash" or "Defendant") submit this Case
Management Statement as follows:

1 **1. Jurisdiction & Service**

2 The Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121
3 and 28 U.S.C. §§ 1331, 1338(a) and (b), as these claims arise under the Trademark Laws of the
4 United States, as asserted in CORSAIR's Complaint. Defendant denies the allegations as to the
5 Court's jurisdiction, however, has not filed any motion to dismiss pursuant to the same. GiftCash has
6 instead asserted Counterclaims against CORSAIR (ECF 15).

7 True and correct copies of the Complaint and Summons issued by the Court were served
8 upon GiftCash on April 2, 2025. (ECF No. 17).

9 **2. Facts**

10 CORSAIR:

11 CORSAIR alleges that GiftCash is offering for sale "new" CORSAIR Products, despite the
12 fact that they are used, closed-out, liquidated, counterfeit, and/or non-genuine product of unknown
13 origin. CORSAIR has never authorized GiftCash to sell CORSAIR Products and GiftCash's
14 wrongful and infringing promotion and sale of CORSAIR Products through online commerce sites
15 amounts to false designation of origin, false advertising, and unfair competition arising under the
16 Lanham Act and Business and Professions Code §§ 17200 *et seq.*

17 GiftCash advertises and sells CORSAIR branded products on Amazon.com under the seller
18 name "Simple Works." Specifically, GiftCash advertises "new" CORSAIR Products but fulfills
19 orders with liquidated, used, or non-genuine product of unknown origin.

20 GiftCash disputes these allegations.

21 GiftCash has brought counterclaims for: (i) Intentional Interference with Contractual
22 Relations; (ii) Defamation; (iii) Unfair Competition pursuant to Business and Professions Code §§
23 17200 *et seq.*; and (iv) Declaratory Judgment. CORSAIR denies the allegations.

24 GiftCash:

25 GiftCash asserts that Corsair is engaging in what can only be described as legal extortion.
26 GiftCash is aware of similar lawsuits that Corsair has filed in recent months against Amazon
27 storefronts and other third-party resellers that simply list Corsair-branded goods. These complaints
28 fail to distinguish between genuine, closeout, or unauthorized goods. Corsair appears to be misusing

1 trademark litigation as a blunt instrument to restrict competition and enforce a de facto selective
2 distribution system through litigation rather than proper channel agreements.

3 Corsair's actions include, upon information and belief, repeated submission of unfounded
4 takedown notices to Amazon, falsely labeling GiftCash's genuine products as counterfeit, liquidated,
5 or non-genuine. These actions have severely damaged GiftCash's commercial reputation, disrupted
6 its lawful reseller operations, and caused significant economic loss.

7 GiftCash denies Corsair's allegations and contends that it lawfully resells genuine Corsair
8 products under the First Sale Doctrine and nominative fair use principles. At no time has GiftCash
9 sold counterfeit, tampered, or non-genuine goods, and Corsair's allegations are defamatory,
10 malicious, and unsupported by evidence.

11 **3. Legal Issues**

12 CORSAIR:

13 This is an action for false designation of origin, false advertising, and unfair competition
14 arising under the Lanham Act, 15 U.S.C. § 1051, *et seq.* and Business and Professions Code §§
15 17200 *et seq.* from GiftCash's wrongful and infringing promotion and sale of CORSAIR's products
16 through online commerce sites, including but not limited to, Amazon.com.

17 GiftCash:

18 This is an action for:

- 19 • Intentional interference with contractual relations, specifically Corsair's disruption of
20 GiftCash's seller relationship with Amazon;
- 21 • Defamation and trade libel, based on Corsair's false public and platform statements alleging
22 the sale of counterfeit or non-genuine goods;
- 23 • Unfair competition under Cal. Bus. & Prof. Code § 17200, based on Corsair's use of
24 takedown abuse to suppress legitimate competition;
- 25 • Declaratory judgment, under 28 U.S.C. § 2201, that GiftCash's resale activities are protected
26 and non-infringing.

27 **4. Motions**

1 There are no pending motions at this time. The Parties each anticipate filing motions for
2 summary judgments by the deadline for dispositive motions.

3 **5. Amendment of Pleadings**

4 CORSAIR and GiftCash do not anticipate any amended complaints at this time, but reserve
5 the right to amend pursuant to Rule 15(a)(2), should additional evidence be discovered during the
6 course of discovery. CORSAIR proposes that the deadline to amend be 30 days after the close of fact
7 discovery.

8 **6. Evidence Preservation**

9 The parties certify that they have reviewed the Guidelines Relating to the Discovery of
10 Electronically Stored Information (“ESI Guidelines”), and have begun to meet and confer pursuant
11 to Fed. R. Civ. P. 26(f) regarding reasonable and proportionate steps taken to preserve evidence
12 relevant to the issues reasonably evident in this action. The parties each believe that they are
13 complying in good faith with their obligations to preserve potentially relevant documents and
14 evidence, including electronically stored information ("ESI"). The parties will continue to meet and
15 confer in an effort to reach an agreement further delineating the procedures to be used in producing
16 ESI. CORSAIR believes that more specific discussions, about the scope of document preservation
17 activity, including electronic discovery, record management, and any related instructions or
18 correspondence with potential or actual custodians, may be needed.

19 GiftCash believes that the lawsuit is baseless and is aware of other similar lawsuits that
20 Corsair has filed to stifle competition in the last 6 months. GiftCash believes that a protective order
21 is required to prevent a fishing expedition.

22 **7. Disclosures**

23 The Parties had their Rule 26(f) conference on May 15, 2025. Pursuant to the Federal Rules
24 of Civil Procedure and the Courts Order (ECF 7), the Parties have agreed to make Rule 26 Initial
25 Disclosures on or before June 13, 2025

26 **8. Discovery**

27 No discovery has been taken to date. Except with respect to the number of depositions
28 discussed below, the Parties do not believe that limitations or modifications of the discovery rules

1 are necessary.

2 CORSAIR presently believes that the subjects on which discovery may be needed include the
3 following:

- 4 • GiftCash's electronically stored information, which likely includes its advertisements on
5 Amazon.com and elsewhere, communications regarding CORSAIR Products, sales data,
6 consumer complaints and related communications concerning GiftCash's sale of products,
7 product sourcing information, online posting information, and other relevant information.
- 8 • GiftCash's hardcopy files, which likely include its advertisements, communications,
9 packaging, consumer complaints concerning its sales, sales information, product sourcing
10 information and other relevant information.
- 11 • CORSAIR also believes discovery from GiftCash as to the following is required:
 - 12 ○ marketing, advertising, distribution and sale of products on Amazon.com and other
 - 13 online marketplaces;
 - 14 ○ source of the CORSAIR products it sells; and
 - 15 ○ sales and profits from the sale of CORSAIR-branded products;

16 GiftCash presently believes that the subjects on which discovery may be needed include the
17 following:

18 GiftCash anticipates discovery into, among other things:

- 19 • Corsair's internal policies, procedures, and standards for filing Amazon takedown notices;
- 20 • The factual basis for Corsair's allegations against GiftCash and similar defendants;
- 21 • The identity and nature of other similarly situated third-party resellers targeted by Corsair;
- 22 • Communications with Amazon regarding takedown requests related to GiftCash;
- 23 • Any internal investigations or third-party reports relating to the genuineness of products sold
24 by GiftCash.
- 25 • Any prelitigation investigation that occurred prior to the mass filing of the copycat
26 complaints.
- 27 • Corsair's alleged TM rights.

- Discovery pertaining to other brands affiliated with Corsair, including “Elgato,” “ORIGIN PC,” “SCUF,” and “Drop” brand names.

The Parties agree that there is a need for a protective order and ESI and propose submitting a protocol for the Court’s consideration on or before June 26, 2025. The parties intend to enter a stipulation for protective order with two levels of confidentiality. The parties intend to use the Northern District of California’s model Stipulated Protective Order for Litigation Involving Patents, Highly Sensitive Confidential Information and/or Trade Secrets and will submit their proposed order to the Court on or before June 26, 2025.

GiftCash believes a protective order is necessary. Corsair has filed numerous copycat lawsuits without conducting any reasonable inquiry into the defendants’ conduct. GiftCash will not subject itself to a disproportionate and abusive discovery campaign designed not to gather relevant facts but to burden and punish a legitimate competitor. Corsair denies these allegations.

Corsair asserts that it is entitled to 6 non-expert depositions.

GiftCash asserts that neither party is entitled to more than one non-expert deposition.

9. Class Actions

Not applicable.

10. Related Cases

CORSAIR contends that no case has been marked related to the present action.

Giftcash asserts that the following cases are related and reflective of Corsair’s baseless lawsuit:

Party Name	Case Number	Case title	Court	Date Filed
Corsair Gaming, Inc. (pla)	3:2024cv07729	Corsair Gaming, Inc. v. Mobile Monster, Inc.	California Northern District Court	11/6/24
Corsair Gaming, Inc. (pla)	4:2024cv07706	Corsair Gaming, Inc. v. Goomehn Retail LLC	California Northern District Court	11/6/24
Corsair Gaming, Inc. (pla)	3:2024cv07759	Corsair Gaming, Inc. v. Direct Choice Inc.	California Northern District Court	11/7/24
Corsair Gaming, Inc. (pla)	4:2024cv08309	Corsair Gaming, Inc. v. Sambhi LLC	California Northern District Court	11/21/24
Corsair Gaming, Inc.	5:2024cv08307	Corsair Gaming, Inc. v.	California	11/21/24

1	(pla)		JJM Retail, LLC	Northern District Court	
2	Corsair Gaming, Inc. (pla)	3:2024cv08297	Corsair Gaming, Inc. v. DC Deals LLC	California Northern District Court	11/21/24
3					
4	Corsair Gaming, Inc. (pla)	3:2024cv09251	Corsair Gaming, Inc. v. Pla	California Northern District Court	12/19/24
5					
6	Corsair Gaming, Inc. (pla)	5:2024cv09446	Corsair Gaming, Inc. v. Brookwood Supplies LLC	California Northern District Court	12/26/24
7					
8	Corsair Gaming, Inc. (pla, cd)	5:2025cv00045	Corsair Gaming, Inc. v. Choice Electronics Inc.	California Northern District Court	1/2/25
9					
10	Corsair Gaming, Inc. (pla)	3:2025cv00149	Corsair Gaming, Inc. v. Shop 1-Click LLC	California Northern District Court	1/6/25
11					
12	Corsair Gaming, Inc. (pla)	5:2025cv00816	Corsair Gaming, Inc. v. Lin	California Northern District Court	1/23/25
13					
14	Corsair Gaming, Inc. (pla)	4:2025cv01376	Corsair Gaming, Inc. v. Forestdeals LLC	California Northern District Court	2/10/25
15					
16	Corsair Gaming, Inc. (pla)	3:2025cv02419	Corsair Gaming, Inc. v. ReallyTech Corporation	California Northern District Court	3/10/25
17					
18	Corsair Gaming, Inc. (pla)	3:2025cv02443	Corsair Gaming, Inc. v. Jazzer Shack LLC	California Northern District Court	3/11/25
19					
20	Corsair Gaming, Inc. d/b/a CORSAIR (pla)	3:2025cv03091	Corsair Gaming, Inc. d/b/a CORSAIR v. GOODS AND MORE WHOLESALE LLC	California Northern District Court	4/4/25
21					
22	Corsair Gaming, Inc. (pla)	5:2025cv03132	Corsair Gaming, Inc. v. JENNCO, LLC	California Northern District Court	4/7/25
23					
24	Corsair Gaming, Inc. (pla)	5:2025cv03238	Corsair Gaming, Inc. v. SALES FOR YOU LLC	California Northern District Court	4/10/25
25					
26	Corsair Gaming, Inc. (pla)	3:2025cv03532	Corsair Gaming, Inc. v. GRAND BARGAIN LTD.	California Northern District Court	4/22/25

11. Relief

CORSAIR seeks the following relief:

1 A. Finding that, (i) as to Count I, Defendant's unauthorized sale of CORSAIR Products
2 constitutes a false designation of origin, in violation of 15 U.S.C. § 1114; (ii) as to Count
3 II, Defendant's false advertisement of CORSAIR Products constitutes false advertising,
4 in violation of 15 U.S.C. § 1125(a); and (iii) as to Count III, Defendant's actions
5 constitute a violation of California law, resulting in Defendant, its officers, agents,
6 servants, employees, attorneys, and any other persons or entities acting in concert or
7 participation with Defendant, including but not limited to any online platform such as
8 Amazon.com or any other website, website host, website administrator, domain registrar,
9 or internet service provider, being preliminarily and permanently enjoined from:

- 10 i. Using or attempting to use, any of CORSAIR's intellectual property, including,
11 but not limited to, the CORSAIR Marks;
12 ii. Advertising, selling, or taking any steps to sell, any products bearing the
13 CORSAIR Marks in an improper manner;
14 iii. Engaging in any activity constituting unfair competition with CORSAIR; and
15 iv. Inducing, assisting, or abetting any other person or entity in engaging in or
16 performing any of the business activities described in the paragraphs above.

17 B. Award CORSAIR its damages suffered as a result of Defendant's acts and treble said
18 damages as provided by law pursuant to 15 U.S.C. § 1117 and/or California Business and
19 Professions Code § 17200 *et seq*;

20 C. Award CORSAIR Defendant's profits as a result of Defendant's acts and treble said
21 damages as provided by law pursuant to 15 U.S.C. § 1117 and/or California Business and
22 Professions Code § 17200 *et seq*;

23 D. Award CORSAIR exemplary and punitive damages in an appropriate amount;

24 E. Enter judgment that Defendant's acts of infringement have been knowing and willful;

25 F. Award CORSAIR its reasonable attorneys' fees in bringing this action as allowed by law;

26 G. Award CORSAIR pre-judgment and post-judgment interest in the maximum amount
27 allowed under the law;

28 H. Award CORSAIR the costs incurred in bringing this action; and

- 1 I. Award CORSAIR such other relief as this Court deems just and proper
2 GiftCash seeks the following relief against Corsair:
- 3 A. Compensatory Damages: For all actual damages sustained as a result of Corsair’s intentional
4 interference with contractual relations, defamation, trade libel, and unfair competition. These
5 include—but are not limited to—lost sales, lost business opportunities, damage to platform
6 access (e.g., Amazon), harm to business reputation, and disruption of business operations.
- 7 B. Consequential and Special Damages: For foreseeable harm caused by Corsair’s interference
8 and defamatory conduct, including lost future business, increased compliance costs,
9 reputational rehabilitation expenses, and impaired goodwill.
- 10 C. Punitive and Exemplary Damages: Pursuant to California Civil Code § 3294, for Corsair’s
11 willful, malicious, and oppressive conduct, including knowingly submitting false complaints,
12 abusing legal process, and engaging in a pattern of anti-competitive harassment.
- 13 D. Restitution and Disgorgement: For all wrongful gains Corsair obtained through its unfair
14 competition, including any profits derived from suppressing competitors through improper
15 takedown practices and legal threats.
- 16 E. Injunctive Relief:
- 17 i. To restrain Corsair from filing takedown notices without prior factual
18 substantiation;
- 19 ii. To enjoin Corsair from contacting Amazon or other third parties with allegations
20 about GiftCash’s business without a good faith basis grounded in evidence;
- 21 iii. To enjoin Corsair from initiating further legal proceedings against GiftCash
22 without leave of court or factual certification.
- 23 F. Declaratory Judgment:
- 24 i. Declaring that GiftCash’s resale of Corsair-branded goods is lawful under the
25 First Sale Doctrine;
- 26 ii. Declaring that Corsair’s allegations of counterfeit and non-genuine sales are false;
- 27 iii. Declaring that GiftCash does not infringe Corsair’s trademarks.
28

G. Attorneys' Fees and Costs: As permitted by statute (e.g., Cal. Civ. Code § 1021.5; Cal. Bus. & Prof. Code § 17200; or based on Corsair's bad faith under Lanham Act § 35(a), 15 U.S.C. § 1117).

H. Pre-Judgment Interest: On all monetary awards, from the date the harm occurred until entry of judgment, as permitted under federal and California law.

I. Post-Judgment Interest: On all monetary awards, calculated pursuant to 28 U.S.C. § 1961 or applicable California law, from the date of judgment until full satisfaction thereof.

J. Equitable Relief: Including any order required to restore GiftCash to the position it would have occupied but for Corsair's wrongful conduct, and any other measure necessary to prevent unjust enrichment.

K. Any Other Relief the Court Deems Just and Proper: GiftCash reserves the right to seek such other and further legal or equitable relief as the Court may find appropriate based on the evidence and evolving procedural posture of the case.

12. Settlement and ADR

The Parties agree that the case would benefit from an early settlement conference with a Magistrate Judge.

13. Other References

The Parties do not believe there is a need for a special master and do not believe referral of this action to binding arbitration is indicated or appropriate.

14. Narrowing of Issues

The Parties are not aware of any agreements that could narrow the issues.

15. Scheduling

The Parties propose the following dated for designation of experts, discovery cutoff, hearing of dispositive motions, pretrial conference and trial:

The Parties propose the following discovery plan:

	Parties Proposed Dates
Discovery-related Motions	October 31, 2025

Fact Discovery Cutoff	December 12, 2025
Expert Disclosures – Affirmative	February 13, 2026
Expert Disclosures – Rebuttal	March 27, 2026
Expert Discovery Cutoff	April 24, 2026
Deadline to file MSJ	May 29, 2026
Final Pretrial Conference	Court’s Discretion
Jury Trial	90 days after Final Pretrial Conference

16. Trial

The Parties request a trial by jury of all issues so triable and believe that the estimated length of trial should last four days.

17. Disclosure of Non-party Interested Entities of Persons

CORSAIR and GiftCash have filed a Certification of Interested Entities or Persons required by Civil Local Rule 3-15 (ECF 5, 16), and restate their respective certifications as follows:

CORSAIR: No conflict or interest (other than the named parties) to report. CORSAIR is a publicly traded company on the NASDAQ stock exchange. No other publicly held entity owns 10 percent or more of the stock of CORSAIR.

GiftCash: No conflict or interest (other than the named parties) to report.

18. Professional Conduct

All counsel of record have reviewed the Guidelines for Professional Conduct for the Northern District of California.

19. Other

CORSAIR is currently unaware of other matters that may facilitate the just, speedy, and inexpensive resolution of this action.

1 Dated: May 15, 2025

K&L GATES LLP

2
3 By: /s/ Jason N. Haycock

4 Jason N. Haycock
K. Taylor Yamahata

5 *Attorneys for Plaintiff and Counterclaim*
6 *Defendant Corsair Gaming Inc.*

7
8 LAW OFFICES OF SETH W. WIENER

9
10 By: /s/ Seth W. Wiener

11 Reza Yassi (pro hac)
Seth W. Wiener

12 *Attorneys for Defendant and Counterclaim-*
13 *Plaintiff GiftCash Inc.*